

**RECLAMATION
DISTRICT
NO. 1000**

**REQUEST
FOR
PROPOSALS**

**EV CHARGING
STATIONS**



AUGUST 15, 2024



Reclamation District No. 1000

1633 Garden Highway

Sacramento, CA 95833

(916) 922-1449

www.rd1000.org

Reclamation District No. 1000

Request for Proposals – EV Charging Stations

TRUSTEES

ELENA LEE REEDER – BOARD PRESIDENT
THOMAS M. GILBERT – BOARD VICE PRESIDENT
NICK AVDIS – TRUSTEE
JAG BAINS – TRUSTEE
TOM BARANDAS – TRUSTEE
EDWIN PEREZ – TRUSTEE
THOMAS W. SMITH – TRUSTEE

OFFICERS

KEVIN L. KING – GENERAL MANAGER
JOLEEN GUTIERREZ – BOARD SECRETARY/TREASURER
REBECCA SMITH, ESQ. – GENERAL COUNSEL (DOWNEY BRAND, LLP)

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Introduction

General

Reclamation District No. 1000 (RD1000; District) was organized on April 8, 1911, by special act of the California Legislature, and is governed by the Reclamation District Act (California Water Code sections 50,000 et. seq.). The District's affairs are governed by a seven-member Board of Trustees. At the time of formation, the District embarked on the largest privately funded reclamation project in the United States. What was accomplished by the District in the twentieth century was truly remarkable. Today, the District's perimeter levee system consists of 42.6 miles of project levees encircling the District's 55,000 acres. The District also operates and maintains an interior drainage system consisting of 30 miles of main drainage canals, approximately 150 miles of drainage ditches and eight pumping stations. The drainage system collects agricultural tailwater, stormwater and drainage and delivers them to the pumping plants for disposal in the adjacent rivers and creeks.

RD 1000 perimeter levees are undergoing the largest rehabilitation since their original construction over a hundred years ago. The \$1.7 billion Natomas Levee Improvement Project (NLIP) which began in 2007 and will continue through 2026, will provide the Natomas Basin with two-hundred-year flood protection when complete.

As the District moves into its second century, its public safety mission remains its first commitment. The District's sole purpose and function is to monitor, operate, and maintain the levees and flood control infrastructure protecting the more than one hundred thousand people in the Natomas Basin, ensuring that the system is ready for the next one hundred years.

Mission Statement

Reclamation District No. 1000's mission is flood protection for the Natomas Basin providing for the public's health and safety by operating and maintaining the levees, and the District's canals and pump stations in a safe, efficient and responsible manner.

Responsibility Statement

On behalf of and in communication with the residents of the Natomas Basin, the District meets its flood protection Mission by operating and maintaining:

- The perimeter levee system to prevent exterior floodwaters from entering the Natomas Basin.
- The District's interior canal system to collect the stormwater runoff and agricultural drainage from within the Natomas Basin.
- The District's pump stations to safely discharge interior stormwater and agricultural drainage out of the Natomas Basin.

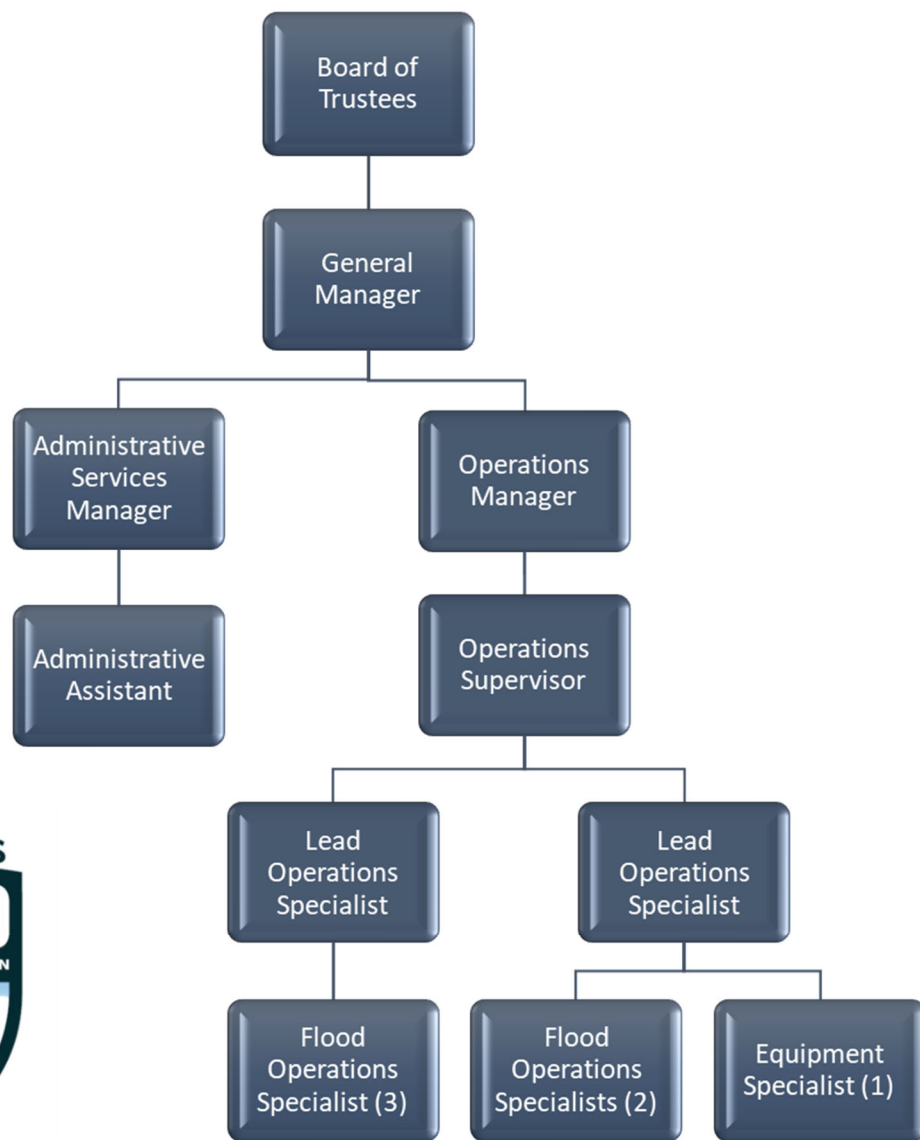
Vision Statement

In meeting its flood protection Mission, the District shall also:

- Carry out its responsibilities in a safe, professional, and accountable manner that adheres to the principles of good governance and transparency, being sensitive to community interests and the environment.
- Continuously identify and implement operational, maintenance, structural and non-structural improvements that reduce flood risks in the Natomas Basin.
- Cooperate with private entities and public agencies (including the Corps of Engineers and the State Central Valley Flood Protection Board) with whom the District shares responsibilities, common goals, and objectives for flood protection in the Natomas Basin.
- Educate the public about the risks of flooding in the Natomas Basin and the District's efforts to minimize those risks.

Organizational Chart

RECLAMATION DISTRICT NO. 1000 ORGANIZATIONAL CHART



Request for Proposals – EV Charger Stations

Executive Summary

Reclamation District No. 1000 (RD 1000; District) is soliciting proposals from qualified firms to conduct preliminary feasibility and cost analysis, prepare plan and specifications for the installation of two (2) Level 2 electric vehicle charge stations at the Reclamation District Corporation Yard. The District proposes to select one firm to provide the design and installation of EV chargers. The District reserves the right to reject any/all proposals and full discretion as to the award or refusal to award any contract.

Description of Services

In general, the District is seeking an experienced, professional firm (Contractor) to provide design and installation services for electric vehicle (EV) chargers at the District's corporation yard, including site assessment, system design, permitting, installation, and ongoing maintenance and support to ensure optimal performance and compliance with all relevant regulations and standards.

Proposals shall include, but not necessarily limited to, the following.

1. Site feasibility and cost analysis for the identified two (2) Level 2 chargers.
2. Provide bid package including design, engineering, environmental review, construction documents and permitting/utility provider coordination for the selected site.
3. Record existing conditions and proposed improvements including, but not limited to driveways, curb, gutter, path of travel, electrical infrastructure/capacity, and any other applicable features.
4. If applicable, send notice to the utility company to complete relocations prior to the anticipated construction date.

If Contractor feels additional tasks are warranted, they must be clearly identified in the Contractors proposal.

Proposal Deadline

All qualified proposals must be received by the District's office at 1633 Garden Highway, Sacramento, CA 95833, or via electronic submittal to kking@rd1000.org by **4:00 P.M. on October 1, 2024**. Submittals received after said time will not be considered.

Questions

Contact Operations Manager, Gabe Holleman, at (916) 922-1449 or gholleman@rd1000.org with any questions regarding this Request for Proposals.

Section A – MINIMUM QUALIFICATIONS

Minimum Qualifications – EV Charging Stations

1. A description of the Contractor’s professional qualifications.
2. Have a minimum of five (5) years of experience in providing the services requested. If the firm has been in business for less than 5 years, the experience of its principals may be used to meet this requirement.
3. Submit five (5) references for which these services have been performed within the last three (3) years, including the types of services performed.
4. Include a brief description of firm’s background, years in business, and organizational history.
5. A description of the responding firms number of employees, longevity and client base.
6. Types of government agencies that they have worked with in the past.
7. A narrative description of the proposed project team, its members and organizational structure; identify the primary contact person who will lead the day-to-day work effort and serve as the primary contact to the District on a day-to-day basis.

Section B – GENERAL TERMS AND CONDITIONS & SUBMITTAL REQUIREMENTS

Requirement to Meet All Provisions

Each respondent submitting proposals (Contractor) shall meet all the terms and conditions of the Request for Proposals (RFP). By virtue of its submittal, the Contractor acknowledges agreement with and acceptance of all provisions of the RFP package.

Proposals

Each proposal must be made on the form(s) provided and accompanied by any other required submittals or supplemental materials. Proposals shall be enclosed in an envelope that shall be sealed and addressed to:

Reclamation District No. 1000
1633 Garden Highway
Sacramento CA, 95833.
Attn: Kevin L. King, General Manager

Each proposal shall include one electronic copy of the material in *Adobe Acrobat* format on Universal Serial Bus (USB) Flash Drive. To guard against premature opening, the proposal should be clearly labeled with the title, name of contractor, and date and time of opening.

Alternatively, the proposal may be submitted electronically in *Adobe Acrobat* format to kking@rd1000.org using *Adobe Acrobat* share function. No FAX submittals will be accepted.

To guard against premature opening, each proposal shall be submitted to the District in a sealed envelope plainly marked with the following:

- RFP title (“Request for Proposals – EV Charger Stations”)
- Contractor name
- Time and date of the opening (“October 1, 2024 @ 4:00 pm”)

To guard against premature opening of electronic submittals, the proposal shall be submitted to kking@rd1000.org using *Adobe Acrobat* share function, which tracks file access. Electronic submittals via email shall clearly identify the submittal with the following information:

- RFP title (“Request for Proposals – EV Charger Stations”)
- Contractor name
- Time and date of the opening (“October 1, 2024 @ 4:00 pm”)

Insurance Certificate

Each proposal must include a certificate of insurance showing:

- The insurance carrier and its A.M. Best rating.
- Scope of coverage and limits.
- Deductibles and self-insured retention.

The purpose of this submittal is to generally assess the adequacy of the Contractors insurance coverage during submittal evaluation; as discussed below, endorsements are not required until contract award. The District's insurance requirements are detailed in Section F.

Submittal of References

Each proposer shall submit a statement of qualifications and references on the form provided in Section E of this RFP.

Statement of Contract Disqualifications

Each proposer shall submit a statement regarding any past government disqualifications on the form provided in Section E of this RFP.

Proposal Withdrawal and Opening

A Contractor may withdraw its proposal, without prejudice prior to the time specified for the opening, by submitting a written request to the District General Manager for its withdrawal, in which event the submittal will be returned to the Contractor unopened. No submittal received after the time specified or at any place other than that stated in the RFP will be considered. The opening of submittals in response to this RFP is not subject to attendance by the general public. This restriction is necessitated by the fact that the contract award is subject to negotiations, and it would be unfair for competing Contractors to know the prices quoted by one another.

Communications

All timely requests for information submitted in writing will receive a written response from the District. Telephone communications with District staff are not encouraged but will be permitted. However, any such oral communication shall not be binding on the District.

Qualification Submittal Retention and Award

The District reserves the right to retain all proposals for a period of 60 days for examination and comparison. The District also reserves the right to waive non-substantial irregularities in any proposal, to reject any or all proposals, to reject or delete one part of a proposal and accept the other, except to the extent that proposals are qualified by specific limitations.

Competency and Responsibility of Contractor

The District reserves full discretion to determine the competence and responsibility, professionally and/or financially, of Contractors. Contractors will provide, in a timely manner, all information that the District deems necessary to make such a decision.

Contract Requirement

The contractor to whom award is made (if any) shall execute a written contract with the District within ten (10) calendar days after notice of the award has been sent by mail to it at the address given in its proposal. The contract shall be made in the form adopted by the District and incorporated in this RFP.

Insurance Requirements

The Contractor shall provide proof of insurance in the form, coverages and amounts specified in Section F within 10 (ten) calendar days after notice of contract award as a precondition to contract execution.

Failure to Accept Contract

The following will occur if the Contractor to whom the award is made (if any) fails to enter into the contract: the award will be annulled; and an award may be made to the next highest ranked Contractor with whom a responsible compensation is negotiated, who shall fulfill every stipulation as if it were the party to whom the first award was made.

Section C – PROPOSAL CONTENT AND SELECTION PROCESS

Proposal Content

1. Submittal Forms

- a. Acknowledgement
- b. Certificate of Insurance
- c. References
- d. Statement of Past Disqualifications

2. Qualifications

- a. A detailed scope of services that reflects the Contractor’s understanding of the District’s requirements.
- b. Written responses to all the subject areas set forth in the “Minimum Qualifications” section, demonstrating the Contractor’s experience and expertise.
- c. Personnel Qualifications: The Proposal shall identify the individual who will be primarily responsible for providing the services rendered. Please include the qualifications, training, and certifications of lead individual, and all other staff who will perform the services outlined herein.
- d. List of Clients: A list of major public agency clients for which the Contractor has provided similar services during the last five (5) years, with contact information (i.e., name of the clients, addresses, phone numbers, and contact person). The District reserves the right to contact any of the references.
- e. Additional Contractor Information: The Proposal shall include the following: (a) Its scope of practice (national, regional, statewide, or local), and founding date; (b) Number of Contractor’s employees; (c) Location of primary office; (d) Number of Contractor’s clients.

3. Fee Schedule:

- a. The cost proposal must include a time and materials cost estimate adequate to cover the scope of the project. The cost proposal should include a list of charge out rates related to the names of key personnel to be used by the Contractor during these services. Include time, materials, travel, and other expenses, which may be associated with the duties and obligations under this RFP. All costs must be identified.

4. Proposal Length and Copies

- a. Proposals should be the minimum length to provide the required information. Proposals shall not exceed 60 pages in length, including required forms.
- b. If submitting hard copies, five (5) copies of the proposal must be submitted, along with one (1) PDF formatted electronic copy on a USB Flash Drive.

Proposal Evaluation and Contractor Selection

Proposals will be evaluated by a review committee and contract award process as follows:

1. Written Proposal Review/Finalist Selection

Evaluation of the proposals will be based on the following:

- a. The evaluation process is designed to establish a list of qualified firms with the best combination of attributes based upon the evaluation criteria.
- b. The Contractor's experience, stability, and capability to complete all aspects of the work.
- c. Experience and qualifications of personnel assigned to this project and their availability.
- d. References from clients with similar projects.
- e. The availability of the Contractor during the project period.
- f. The Contractor's experience with the requirements of EV Charger design and installation.

Proposals will be reviewed by a selection committee and ranked in accordance with the above criteria. Where one proposal is rated consistently higher than others, the Contractor may be selected as the top ranked Contractor for purposes of contract negotiation.

Alternatively, a group of finalist candidates (generally the top 3 to 5 respondents) may be selected for follow-up interviews and presentations, or requests for additional clarifying information, before the final top ranked Contractor is determined for contract negotiation.

2. Proposal Review and Award Schedule

The following is an outline of the anticipated schedule for proposal review and contract award:

Issue RFP: August 15, 2024

Last Day for Questions: September 15, 2024

Receive Proposals: October 1, 2024

Internal Review: October 1 – October 11, 2024

Selection Committee: October 14 – 18, 2024

- The Selection Committee will conduct a Level I review that will consist of evaluating the proposals for the purpose of establishing the most qualified proposals. The Selection Committee may decide on a recommendation for awarding the contract upon completion of the Level I review.
- If needed, the Selection Committee will conduct a Level II review. The Level II review will be conducted to select the finalist from a small pool of candidates. This level may include a request for a presentation from the finalists, proposal fact finding and negotiation of contract terms and conditions.

Complete Evaluation: November 1, 2024

Award Contract: November 8, 2024

Section D – FORM OF AGREEMENT

Agreement

THIS AGREEMENT is made and entered into in the City of Sacramento on [Month, Day, Year] by and between RECLAMATION DISTRICT NO. 1000, a public entity of the State of California, hereinafter referred to as District, and [CONTRACTOR'S NAME IN CAPITAL LETTERS], hereinafter referred to as Contractor.

WITNESSETH

WHEREAS, on August 15 – October 1, 2024, the District request for proposals for EV Chargers.

WHEREAS, pursuant to said request, Contractor submitted a proposal that was accepted by District for said services.

NOW THEREFORE, in consideration of their mutual promises, obligations and covenants hereinafter contained, the parties hereto agree as follows:

- 1. Term.** The term of this Agreement shall be from the date this Agreement is made and entered, as first written above until Project Completion date _____.
- 2. Termination.** If, during the term of the contract, the District determines that the Contractor is not faithfully abiding by any term or condition contained herein, the District may notify the Contractor in writing of such defect or failure to perform. This notice must give the Contractor 10 (ten) calendar day notice of the time thereafter in which to perform said work or cure the deficiency.

If the Contractor has not performed the work or cured the deficiency within the ten days specified in the notice, such shall constitute a breach of the contract and the District may terminate the contract immediately by written notice to the Contractor to said effect. Thereafter, neither party shall have any further duties, obligations, responsibilities, or rights under the contract except, however, any and all obligations of the Contractor's surety shall remain in full force and effect, and shall not be extinguished, reduced, or in any manner waived by the termination thereof.

In said event, the Contractor shall be entitled to the reasonable value of its services performed from the beginning date in which the breach occurs up to the day it received the District's Notice of Termination, minus any offset from such payment representing the District's damages from such breach. "Reasonable value" includes fees or charges for goods or services as of the last milestone or task satisfactorily delivered or completed by the Contractor as may be set forth in the Agreement payment schedule; compensation for any other work, services or goods performed or provided by the Contractor shall be based solely on the District's assessment of the value of the work-in-progress in completing the overall work scope.

The District reserves the right to delay any such payment until completion or confirmed abandonment of the project, as may be determined in the District's sole discretion, so as to permit

a full and complete accounting of costs. In no event, however, shall the Contractor be entitled to receive in excess of the compensation quoted in its proposal.

The District also reserves the right to terminate the contract for convenience, providing 30 (thirty) calendar day notice, at any time upon a determination by the General Manager that termination of the contract is in the best interest of the District. In this case the Contractor will be paid compensation due and payable to the date of termination.

- 3. Ability to Perform.** The Contractor warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all applicable federal, state, county, city, and special district laws, ordinances, and regulations.
- 4. Sub-contract Provisions.** No portion of the work pertinent to this contract shall be subcontracted without written authorization by the District, except that which is expressly identified in the Contractor's proposal. Any substitution of sub-Contractors must be approved in writing by the District. For any sub-contract for services in excess of \$25,000, the subcontract shall contain all provisions of this agreement.
- 5. Contract Assignment.** The Contractor shall not assign, transfer, convey or otherwise dispose of the contract, or its right, title or interest, or its power to execute such a contract to any individual or business entity of any kind without the previous written consent of the District.
- 6. Inspection.** The Contractor shall furnish District with every reasonable opportunity for District to ascertain that the services of the Contractor are being performed in accordance with the requirements and intentions of this contract. All work done and all materials furnished, if any, shall be subject to the District's inspection and approval. The inspection of such work shall not relieve Contractor of any of its obligations to fulfill its contract requirements.
- 7. Record Retention and Audit.** For the purpose of determining compliance with various laws and regulations as well as performance of the contract, the Contractor and sub-Contractors shall maintain all books, documents, papers, accounting records and other evidence pertaining to the performance of the contract, including but not limited to the cost of administering the contract. Materials shall be made available at their respective offices at all reasonable times during the contract period and for three years from the date of final payment under the contract. Authorized representatives of the District shall have the option of inspecting and/or auditing all records.
- 8. Conflict of Interest.** The Contractor shall disclose any financial, business, or other relationship with the District that may have an impact upon the outcome of this contract, or any ensuing District project. The Contractor shall also list current clients who may have a financial interest in the outcome of this contract, or any ensuing District project which will follow. The Contractor staff shall provide a Conflict-of-Interest Statement where determined necessary by the District.

The Contractor covenants that it presently has no interest, and shall not acquire any interest—direct, indirect, or otherwise—that would conflict in any manner or degree with the performance of the work hereunder. The Contractor further covenants that, in the performance of this work, no sub-Contractor or person having such an interest shall be employed. The Contractor certifies that no one who has or will have any financial interest in performing this work is an officer or employee of the District.

- 9. Rebates, Kickbacks or Other Unlawful Consideration.** The Contractor warrants that this contract was not obtained or secured through rebates, kickbacks, or other unlawful consideration, either promised or paid to any District employee. For breach or violation of the warranty, the District shall have the right in its discretion; to terminate the contract without liability; to pay only for the value of the work actually performed; to deduct from the contract price; or otherwise recover the full amount of such rebate, kickback or other unlawful consideration.
- 10. Covenant Against Contingent Fees.** The Contractor warrants by execution of this contract that no person or selling agency has been employed, or retained, to solicit or secure this contract upon an agreement or understanding, for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District has the right to annul this contract without liability; pay only for the value of the work actually performed, or in its discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
- 11. Compliance with Laws and Wage Rates.** The Contractor shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Sacramento ordinances, regulations and adopted codes during its performance of the work.
- 12. Payment of Taxes.** The contract prices shall include full compensation for all taxes that the Contractor is required to pay.
- 13. Immigration Act of 1986.** The Contractor warrants on behalf of itself and all sub-Contractors engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.
- 14. Contractor Non-Discrimination.** In the award of subcontracts or in performance of this work, the Contractor agrees that it will not engage in, nor permit such sub-Contractors as it may employ, to engage in discrimination in employment of persons on any basis prohibited by State or Federal law.
- 15. Indemnification for Professional Liability.** To the fullest extent permitted by law, the Contractor shall indemnify, protect, defend, and hold harmless the District and any and all of its officials, employees and agents (“Indemnified Parties”) from and against any and all losses, liabilities,

damages, costs and expenses, including attorney's fees and cost which arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

16. Non-Exclusive Contract. The District reserves the right to contract for the services listed in this RFP from other Contractors during the contract term.

17. Release of Reports and Information. Any reports, information, data, or other material given to, prepared by, or assembled by the Contractor as part of the work or services under these specifications shall be the property of District and shall not be made available to any individual or organization by the Contractor without the prior written approval of the District.

The Contractor shall not issue any news release or public relations item of any nature, whatsoever, regarding work performed or to be performed under this contract without prior review of the contents thereof by the District and receipt of the District's written permission.

18. Contractor Invoices. The Contractor shall deliver a monthly invoice to the District, itemized by task. Invoices must include a breakdown of hours billed and miscellaneous charges and any sub-Contractor invoices, similarly broken down, as supporting detail.

19. Payment. For providing services as specified in this Agreement, Contractor shall be reimbursed for hours worked at the hourly rates attached to this agreement. Hourly rates include direct salary costs, employee benefits, overhead and fees. In addition, the Contractor shall be reimbursed for direct costs other than salary and vehicle cost that have been identified and are attached to this agreement. The Contractor's personnel shall be reimbursed for per diem expenses at a rate not to exceed that currently authorized for State employees under State Department of Personnel Administration rules.

20. Payment Terms. The District's payment terms are 30 days from the receipt and approval by the District of an original invoice and acceptance by the District of the services provided by the Contractor (Net 30).

21. Resolution of Disputes. Any dispute, other than audit, concerning a question of fact arising under this contract that is not disposed of by agreement shall be decided by a committee consisting of the District's General Manager and the District's Administrative Services Manager, who may consider written or verbal information submitted by the Contractor. Not later than thirty (30) days after completion of all deliverables necessary to complete the project, the Contractor may request review by the District Board of Trustees of unresolved claims or disputes.

Any dispute concerning a question of fact arising under an audit of this contract that is not disposed of by agreement, shall be reviewed by the District's Administrative Services Manager. Not later than thirty (30) days after issuance of the final audit report, the Contractor may request a review by the District's Administrative Services Manager of unresolved audit issues. The request for review must be submitted in writing.

Neither the pendency of a dispute, nor its consideration by the District will excuse the Contractor from full and timely performance in accordance with the terms of this contract.

22. Agreement Parties.

District: Kevin L. King
General Manager
Reclamation District No. 1000
1633 Garden Highway
Sacramento, CA 95833

Contractor: TBD

All written notices to the parties hereto shall be sent by United States mail, postage prepaid by registered or certified mail addressed as shown above.

23. Incorporation by Reference. District Request for Proposals – Indirect Cost Allocation Plan and Contractor's proposal, are hereby incorporated in and made a part of this Agreement.

24. Amendments. Any amendment, modification, or variation from the terms of this Agreement shall be in writing and shall be effective only upon approval by the District General Manager.

25. Working Out of Scope. If, at any time during the project, the Contractor is directed to do work by persons other than the District General Manager and the firm believes that the work is outside of the scope of the original contract, the Contractor shall inform the General Manager immediately. If the General Manager and Contractor both agree that the work is outside of the project scope and is necessary to the successful completion of the task, then a fee will be established for such work based on Contractor's hourly billing rates or a lump sum price agreed upon between the District and the Contractor. Any extra work performed by Contractor without prior written approval from the District General Manager shall be at Contractor's own expense.

26. Complete Agreement. This written agreement, including all writings specifically incorporated herein by reference, shall constitute the complete agreement between the parties hereto. No oral agreement, understanding or representation not reduced to writing and specifically incorporated herein shall be of any force or effect, nor shall any such oral agreement, understanding or representation be binding upon the parties hereto. For and in consideration of the payments and agreements hereinbefore mentioned to be made and performed by District, Contractor agrees with District to do everything required by this Agreement.

27. Authority to Execute Agreement. Both District and Contractor do covenant that each individual executing this agreement on behalf of each party is a person duly authorized and empowered to execute Agreements for such party.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the day and year first above written.

RECLAMATION DISTRICT NO. 1000:

CONTRACTOR:

Kevin L. King, General Manager

Name of Principal, Title

APPROVED AS TO FORM:

Rebecca Smith, District Counsel

Section E – SUBMITTAL FORMS ACKNOWLEDGEMENT

The undersigned declares that she or he:

- Has carefully examined the Request for Proposals – EV Chargers; and
- Is thoroughly familiar with its content; and
- Is authorized to represent the proposing Contractor; and
- Agrees to perform the work as set forth in this proposal.

Contractor Name and Address:		
Contact Name:		
Email:	Fax:	Phone:
Signature of Authorized Representative:		Date:

Insurance Certificate

_____ Insurance Company's A.M. Best

Certificate of Insurance Attached? [YES / NO]

Statement of Past Contract Disqualifications

The Contractor shall state whether it or any of its officers or employees who have a proprietary interest in it, has ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of the violation of law, a safety regulation, or for any other reason, including but not limited to financial difficulties, project delays, or disputes regarding work or product quality, and if so to explain the circumstances.

Do you have any disqualification as described in the above paragraph to declare?

Yes

No

If yes, explain the circumstances.

Executed on _____ at _____ under penalty of perjury of the laws of the State of California, that the foregoing is true and correct.

Signature of Authorized Contractor Representative

References

Number of years engaged in providing the services included within the scope of the specifications under the present business name:

Describe fully the last three (3) contracts performed by Contractor that demonstrate the ability to provide the services included within the scope of the RFP. Attach additional pages if required. The District reserves the right to contact each of the references listed for additional information regarding qualifications.

Reference No. 1

Client Name	
Contact Name & Title	
Street Address	
City	
State & Zip Code	
Telephone	
Email	
Date(s) of Service	
Contract Amount	

Description of Services:

Reference No. 2

Client Name	
Contact Name & Title	
Street Address	
City	
State & Zip Code	
Telephone	
Email	
Date(s) of Service	
Contract Amount	

Description of Services:

Reference No. 3

Client Name	
Contact Name & Title	
Street Address	
City	
State & Zip Code	
Telephone	
Email	
Date(s) of Service	
Contract Amount	

Description of Services:

Section F – INSURANCE REQUIREMENTS

The Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractors, its agents, representatives, employees, or sub-Contractors.

Minimum Scope of Insurance.

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage (occurrence form CG 20 10 Prior to 1993 or CG 20 10 07 04 with CG 20 37 10 01) or the exact equivalent as determined by the District.
2. Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.
4. Errors and Omissions Liability insurance as appropriate to the Contractor's profession.

Minimum Limits of Insurance.

Contractor shall maintain limits no less than:

1. General Liability: \$5,000,000 per occurrence for bodily injury, personal injury, and property damage. If Commercial General Liability or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. Automobile Liability: \$2,500,000 per accident for bodily injury and property damage.
3. Employer's Liability: \$5,000,000 per accident for bodily injury or disease.
4. Errors and Omissions Liability: \$2,500,000 per occurrence.

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the District. At the option of the District, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the District, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

Other Insurance Provisions

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1. The District, its officers, officials, employees, agents, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the District, its officers, officials, employees, agents, or volunteers.
2. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the District, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the District, its officers, officials, employees, agents, or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
3. The Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the District. The Contractor agrees to notify the District if the policy is suspended, voided, or reduced in coverage or limits. A minimum of thirty (30) days prior written notice by certified mail, return receipt requested, will be provided.
5. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII.

Verification of Coverage

Contractor shall furnish the District with a certificate of insurance showing maintenance of the required insurance coverage. Original endorsements affecting general liability and automobile liability coverage required by this clause must also be provided. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received and approved by the District before work commences.